

1 Q And they'd hold the paper on those financings?

2 A They would not pay to third-party retailers. It
3 would be for people in the business of buying and
4 selling stuff.

5 Q So what they were doing is they were financing
6 others' purchase of inventory?

7 A To be resold.

8 Q Right.

9 A Yes.

10 Q So Northstate Financial wasn't in the business of
11 buying a boat for itself to sit there and hold it
12 and then resell it?

13 A I am Northstate Finance, for all intensive
14 purposes. Northstate Finance is a separate
15 company, LLC, but at the direction of whatever I
16 chose to do is what they did.

17 Q Were they in that business?

18 A Were they a boat dealer?

19 Q Yes.

20 A No.

21 Q Were they a motorcycle dealer?

22 A No. They weren't a car dealer either.

23 Q Right. They financed car dealers, right?

24 A They financed car dealers who had inventories of
25 cars, boats. The only thing they didn't finance

05208

PAY TO THE ORDER OF
WELLS FARGO BANK N.A.
[REDACTED]
FOR DEPOSIT ONLY
WILD PRAIRIE MOTORSPORTS, INC.
[REDACTED] 1942

20081204
23590.00
0000000000000000

EXHIBIT 1A



WILD PRAIRIE HARLEY-DAVIDSON/BUELL
12480 Plaza Drive • EDEN PRAIRIE, MN 55344
PH: (952) 698-5000 • FAX: (952) 698-6004 • www.wildprairiehd.com



Stock #: 0901351VBS Date: 11/28/2008 Salesperson: BILL B SIGEL
Buyer Name: (Last) NORTHSTAR (First) FINANCIAL (Middle) _____
Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
Address: 500 FORD ROAD City: MINNEAPOLIS State: MN County: _____ Zip: 55426
Home Phone: _____ Bus. Phone: _____ Buyer DOB: _____ Co-Buyer DOB: _____
Buyer D.L.#: _____ Co-Buyer D.L.#: _____
Buyers Insurance Co: _____ Policy #: _____

PLEASE ENTER MY ORDER FOR: New ☐ Used ☒ Demo ☐ Lienholder _____ Address _____

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
2008	HD	FXDSE2	MC		061 COBALT	
VIN # 1HD1P8814SK077133			LC #	TAB EXP. DATE	STATE	MPLEAGE 10
OTHER CHARGES				CASH PRICE OF VEHICLE		23,590.00
USED H.O.G. MEMBER				FREIGHT		N/A
				DEALER INSTALLED OPTIONS		N/A
				ACCESSORIES		359.80
				LABOR		350.80
				SUBTOTAL BEFORE TRADE		23,590.00
				MVP		N/A
				EXTENDED SERVICE PLAN		N/A
TOTAL				GAP		N/A
TRADE-IN DATA				PREPAID MAINTENANCE		N/A
YEAR MAKE MODEL BODY STYLE MC				PREPAID WORK ORDER		N/A
LIEN HOLDER'S NAME				GIFT CARD		N/A
ADDRESS				DEBT PROTECTION		N/A
LICENSE PLATE #				CREDIT LIFE/AM		N/A
LICENSE STATE				OTHER CHARGES		N/A
EXP. DATE				MONEY ON ACCOUNT		N/A
MILEAGE NOW				TOTAL		23,590.00
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>				LESS TRADE-IN ALLOWANCE FOR USED VEHICLE		N/A
POLLUTION CONTROL SYSTEM DISCLOSURE (TRADE-IN VEHICLE)				SUBTOTAL		23,590.00
In order to comply with Minnesota's Statutes, Section 325E.0951, no person may transfer a motor vehicle without providing a written disclosure to the transferee (buyer) certifying the condition of the pollution control system.				TRADE DIFFERENCE		N/A
Transferor (seller) hereby certifies, to the best of his/her knowledge, that the pollution control systems on this vehicle being traded in, including the restricted gasoline fuel pipe, have not been removed, altered, or rendered inoperative.				STATE & LOCAL TAXES		N/A
Seller's Signature <u>[Signature]</u>				FEDERAL LUXURY TAX		N/A
DEALER'S DISCLAIMER OF WARRANTY				DOCUMENT ADMINISTRATIVE FEE		N/A
The Dealer expressly disclaims all warranties, either express or implied on the vehicle sold, except any warranties offered and explained in Paragraph 16 on the back of this contract. Buyer acknowledges receiving this information before the sale and further acknowledges having read and understood the provisions on the back of the contract.				SERVICE CONTRACT		N/A
Buyer's Signature <u>[Signature]</u>				TOTAL LICENSE & FEES		N/A
DEALER'S POLLUTION CONTROL SYSTEM DISCLOSURE (VEHICLE BEING SOLD)				CASH SUBMITTED WITH ORDER		N/A
Transferor (Dealer) hereby certifies, to the best of his/her knowledge, that the pollution control systems on this vehicle being sold, including the restricted gasoline fuel pipe, have not been removed, altered, or rendered inoperative.				SUBTOTAL		23,590.00
				LESS BALANCE OWING TO LIENHOLDER ON TRADE-IN		N/A
				TOTAL DOWN PAYMENT		N/A
				TOTAL AMOUNT DUE ON DELIVERY		23,590.00

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

BUYER SIGNS X [Signature] DATE 11/28/2008

CO-BUYER SIGNS X _____ DATE _____

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to

EXHIBIT B

HARRISON K-9 SECURITY SERVICES, LLC.

112 FARMINGDALE COURT

Aiken, South Carolina 29805

Ph: (803) 649-5936 Fax: (803) 649-3034

BILL OF SALE
11 February 2009

18
11-24-09

Sold to Christi Rowan-Westmoreland for \$34,750.00 one solid black male European German Shepherd named Nexus von Walshagen. "Nexus" is sold as an Executive Companion dog.

He is given a sixty-day replacement guarantee covering suitability and a six-month replacement guarantee covering genetic disorders. The dog must be returned in the same or better condition as he was on date of purchase for replacement guarantee to be effective.

Sire: Ayk von Haus Heldmann

Dam: Haifa von Walshagen

DOB: February 04, 2007

Tattoo: F-I 4422

***** Harrison K-9 Security Services, LLC, regrets we do not issue monetary refunds for trained adult dogs. *****

EXHIBIT IC

Some Hecker Funded Check deposits and checks from Hecker or Hecker Entities deposited into Rowan/Trustone Account		
Date of Deposit	Amount	Document Control #
6/25/08	15,000.00	Trustone 52 & 53
1/14/09	9,500.00	Trustone 270
2/3/09	8,500.00	Trustone 337 & 339
3/2/09	1,500.00	Trustone 327
3/4/09	13,500.00	Trustone 329
3/4/09	4,846.61	Trustone 328
3/17/09	10,500.00	Trustone 319
4/4/09	8,500.00	Trustone 339
4/14/09	20,000.00	Trustone 343
4/22/09	10,000.00	Trustone 352
5/7/09	5,000.00	Trustone 398
5/7/09	5,611.00	Trustone 399
6/1/09	4,500.00	Trustone 377
6/2/09	5,500.00	Trustone 378
6/3/09	4,600.00	Trustone 392
	\$127,075.61	

EXHIBIT 2

Some Cash Deposits into Rowan Trustone Account		
Date of Deposit	Amount	Document Control #
8/13/08	2,800.00	Trustone 116
8/20/08	9,800.00	Trustone 119
8/25/08	2,000.00	Trustone 123
9/2/08	4,000.00	Trustone 135
9/4/08	2,500.00	Trustone 137
10/1/08	4,000.00	Trustone 166
10/3/08	7,000.00	Trustone 168
10/28/08	9,000.00	Trustone 185
11/24/08	1,500.00	Trustone 212
11/25/08	2,000.00	Trustone 213
12/1/08	9,800.00	Trustone 247
12/12/08	3,000.00	No #
12/19/08	5,000.00	Trustone 235
1/22/09	2,800.00	Trustone 275
1/26/09	5,400.00	Trustone 278
3/3/09	2,000.00	Trustone 311
3/5/09	2,000.00	Trustone 312
	74,600.00	

EXHIBIT 3

WALDEN AUTO LEASING HOLDING CO.

500 FORD ROAD
MINNEAPOLIS, MN 55426

USBANK
24-84/1230

CHECK NO. 1107
1107

PAY

\$5,611.00

TELLER #551

MAY 07 2009

DATE

5/7/2009

AMOUNT

5,611.00

TO THE
ORDER
OF

[Signature]

TWO SIGNATURES REQUIRED

[Signature]
[Signature]

492

Date:05/07/2009 RT:123000848 Branch:1 Teller:551 Sequence:7575164 Account:9492 Serial:1107 Amount:\$5,611.00
TranCode:0

ENDORSE HERE

[Signature]
782

EXHIBIT 4

WALDEN AUTO LEASING HOLDING CO.

500 FORD ROAD
MINNEAPOLIS, MN 55428

USBANK
24-84/1230

CHECK NO. 1106
1106

PAY \$5,000.00

TO THE
ORDER
OF

CASH

TELLER #551

MAY 07 2009

DATE

5/7/2009

AMOUNT

5,000.00

TWO SIGNATURES REQUIRED

[Two signatures]

Date:05/07/2009 RT:123000848 Branch:1 Teller:551 Sequence:7575162 Account: 492 Serial:1106 Amount:\$5,000.00
TranCode:0

DO NOT WRITE IN THESE SPACES

ENDORSE HERE

Alvin
78345

WARNING: Original document has an artificial watermark on reverse side.

BANK OF THE WEST

BLAINE BRANCH
10930 CLUB WEST PARKWAY
BLAINE, MN 55449

0097900660

90-78/1211

TELLER #208

JUN 04 2009

PURCHASER: ~~XX~~ GOLDEN FLEET SERVICES

JUN 03, 2009

PAY TO THE ORDER OF ~~XX~~ CHRISTY ROWAN

\$ ~~XXXXXXXXXXXX~~ 4,600.00

Four Thousand Six Hundred Dollars and 00/100

CASHIER'S CHECK


AUTHORIZED SIGNATURE

~~XX~~ 9450

Date:06/04/2009 RT:121100782 Branch:1 Teller:208 Sequence:7350930 Account:~~XX~~ Serial:9450 Amount:\$4,600.00
TranCode:0

FEDERAL BANKING ACT 1987 - FEDERAL RESERVE REG. CC

▲ PAYEE ENDORSEMENT AREA ▲
▼ THIS AREA FOR BANK USE ONLY ▼

Cheryl
78345

WALDEN FLEET SERVICES II, INC.

500 FORD ROAD
MINNEAPOLIS, MN 55426

BANK OF THE WEST
1-800-488-2285
75-06/012

11443

CHECK NO.

11443

PAY

\$5,500.00

GOLDEN VALLEY

DATE

AMOUNT

6/2/2009

5,500.00

JUN 01 2009

VESTIBULE

TWO SIGNATURES REQUIRED

TO THE
ORDER
OF

[Signature]

[Signature]

Date: 06/01/2009 RT: 91200961 Branch: 1 Teller: 472 Sequence: 7059432 Account: 71 Serial: 11443 Amount: \$5,500.00
TranCode: 0

DO NOT WRITE IN THESE SPACES

ENDORSE HERE

[Signature]
75345

WALDEN FLEET SERVICES II, INC.

500 FORD ROAD
MINNEAPOLIS, MN 55426

BANK OF THE WEST
1-800-488-2285
75-08/912

11442

CHECK NO.

11442

PAY

\$4,500.00

GOLDEN VALLEY

DATE

AMOUNT

JUN 01 2009

6/1/2009

4,500.00

TO THE
ORDER
OF

[Signature]

VESTIBULE

TWO SIGNATURES REQUIRED

[Two signatures]

~~XXXXXXXXXXXXXXXXXXXX 00571~~

Date: 06/01/2009 RT: 91200961 Branch: 1 Teller: 472 Sequence: 7059434 Account: ~~XXXXXXXXXXXX~~ 0571 Serial: 11442 Amount: \$4,500.00
TranCode: 0

DO NOT WRITE IN THESE SPACES

ENDORSEMENTS
[Signature]
78345

DO NOT WRITE IN THESE SPACES

Trustone
339

DENNIS EARL HECKER
652-512-8900
500 FORD ROAD
MINNEAPOLIS, MN 55426

5093

TELLER #056
MAR 04 2009

17-2000/2910 1
6525001005

ORDER OF

PAID
\$13,500
DOLLARS

TCE BANK

TCE National Bank
601 Marquette Avenue
Minneapolis, MN 55402
612-TCE-BANK

FOR

5093

Date: 03/04/2009 RT: 291070001 Branch: 1 Teller: 56 Sequence: 7052728 Account: 5093 Serial: 5093 Amount: \$13,500.00
TranCode: 0

Security Features
Sec. 1 Screen
Microprint Signature Line
Chemical Sensitivity
The following are not steady as quality standards

78345

DENNIS E HECKER
 500 FORD RD.
 MINNEAPOLIS, MN 55428
TELLER #551

75-1110/913
 900845
 JYD
 3064
 Date 1-14-09

DENNIS HECKER
 JAN 14 2009
 \$ 9,500 -
 Nine thousand five hundred - 00/100

VISIONBank
 3000 25th St. S. • Fargo, ND 58103
 701-364-2020 • www.visionbanks.com



3064

Date:01/14/2009 RT:91311106 Branch:1 Teller:551 Sequence:7398634 Account: Serial:3064 Amount:\$9,500.00 TranCode:0

ENDORSE HERE
 DO NOT WRITE BELOW THIS LINE
 10325

The amount of this check is \$9,500.00
 Pay to the order of
 DENNIS HECKER
 \$9,500.00

10325

DENNIS E. HECKER SUSAN A. MILLER 500 FORD ROAD MINNEAPOLIS, MN 55426		75-104170 960 15-404350	5055
JUN 25 2008		DATE	6/23/08
PAY TO THE ORDER OF		\$15,000.00	
FIFTY FIVE THOUSAND DOLLARS 10/100		DOLLARS	
		BREMER BANK, NATIONAL ASSOCIATION 360 CEDAR STREET • (651)290-2424 SAINT PAUL, MN 55101 24-HOUR BANKING 1-800-908-BANK www.bremer.com	
MEMO			
15-404350		05055	

Date:06/25/2008 RT:96010415 Branch:1 Teller:593 Sequence:7843783 Account:50 Serial:5055 Amount:\$15,000.00
TranCode:0

SO
1-5-10

ENDORSE HERE	
78345	

DENNIS E. HECKER
500 FORD ROAD
MINNEAPOLIS, MN 55426

TELLER #551

5112

17-7000/2910 188
9852001008

MAR 17 2009

3/17/09

Date

PAY to the
order of

\$ 10,500.00

Dollars



Security
Features
Include on
Back



www.tcfbank.com
(812) TCF-BANK

Open 7 Days

For

[Signature]

MP

12 ~~XXXXXXXXXXXX~~ 811 05112

COLONIAL CLASSIC

Date:03/17/2009 RT:291070001 Branch:1 Teller:551 Sequence:7723604 Account:~~XXXXXXXXXX~~008 Serial:5112 Amount:\$10,500.00
TranCode:0

[Handwritten signature]
783415

DEPOSIT TICKET

171 Co-Dep

CHRISTI ROWAN
150 PORTLAND AVE 8 UNIT 201
MINNEAPOLIS, MN 55401

11-27-94
220-000000

20,000.00

DATE 1-30-2009

DEPOSITS MAY NOT BE ASSESSED FOR OVER DRAFT WITHHOLDING

335 20,000.00

ASSOCIATED BANK

20,000.00

13:16 0013 031

Deposit 20,000.00

335

Account 3335 Date 01-30-2009 Amount 20000.00 Serial 0
Acct_CC 3335

DENNIS EARL HECKER
 903-312-5801
 300 FOND ROAD
 MARIETTA, GA 30060

5068
 17-70007910 8
 0000000000

1/29/99
 LMS


\$ 20.00

TCR BANK
 100 Main Street
 Marietta, GA 30060

5068

Account 008 Date 01-30-2009 Amount 20000.00
Serial 5068 Acct_CC 008

COUNTRY		1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2
---------	--	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	---

 Associated Bank

CASH-IN

0019149

[REDACTED]

15,000.00
149 04/23/2009 11:00 0019 081
7600 [REDACTED] Cash In
[REDACTED] 149

100-443887-100

Account 500 Date 04-23-2009 Amount 15000.00 Serial 19149
Acct CC 0091

CHECKS		TOTAL	
DATE	AMOUNT	DATE	AMOUNT
1/1/74	100.00	1/1/74	100.00
1/2/74	200.00	1/2/74	200.00
1/3/74	300.00	1/3/74	300.00
1/4/74	400.00	1/4/74	400.00
1/5/74	500.00	1/5/74	500.00
1/6/74	600.00	1/6/74	600.00
1/7/74	700.00	1/7/74	700.00
1/8/74	800.00	1/8/74	800.00
1/9/74	900.00	1/9/74	900.00
1/10/74	1000.00	1/10/74	1000.00
1/11/74	1100.00	1/11/74	1100.00
1/12/74	1200.00	1/12/74	1200.00
1/13/74	1300.00	1/13/74	1300.00
1/14/74	1400.00	1/14/74	1400.00
1/15/74	1500.00	1/15/74	1500.00
1/16/74	1600.00	1/16/74	1600.00
1/17/74	1700.00	1/17/74	1700.00
1/18/74	1800.00	1/18/74	1800.00
1/19/74	1900.00	1/19/74	1900.00
1/20/74	2000.00	1/20/74	2000.00
1/21/74	2100.00	1/21/74	2100.00
1/22/74	2200.00	1/22/74	2200.00
1/23/74	2300.00	1/23/74	2300.00
1/24/74	2400.00	1/24/74	2400.00
1/25/74	2500.00	1/25/74	2500.00
1/26/74	2600.00	1/26/74	2600.00
1/27/74	2700.00	1/27/74	2700.00
1/28/74	2800.00	1/28/74	2800.00
1/29/74	2900.00	1/29/74	2900.00
1/30/74	3000.00	1/30/74	3000.00
1/31/74	3100.00	1/31/74	3100.00
1/32/74	3200.00	1/32/74	3200.00
1/33/74	3300.00	1/33/74	3300.00
1/34/74	3400.00	1/34/74	3400.00
1/35/74	3500.00	1/35/74	3500.00
1/36/74	3600.00	1/36/74	3600.00
1/37/74	3700.00	1/37/74	3700.00
1/38/74	3800.00	1/38/74	3800.00
1/39/74	3900.00	1/39/74	3900.00
1/40/74	4000.00	1/40/74	4000.00
1/41/74	4100.00	1/41/74	4100.00
1/42/74	4200.00	1/42/74	4200.00
1/43/74	4300.00	1/43/74	4300.00
1/44/74	4400.00	1/44/74	4400.00
1/45/74	4500.00	1/45/74	4500.00
1/46/74	4600.00	1/46/74	4600.00
1/47/74	4700.00	1/47/74	4700.00
1/48/74	4800.00	1/48/74	4800.00
1/49/74	4900.00	1/49/74	4900.00
1/50/74	5000.00	1/50/74	5000.00
1/51/74	5100.00	1/51/74	5100.00
1/52/74	5200.00	1/52/74	5200.00
1/53/74	5300.00	1/53/74	5300.00
1/54/74	5400.00	1/54/74	5400.00
1/55/74	5500.00	1/55/74	5500.00
1/56/74	5600.00	1/56/74	5600.00
1/57/74	5700.00	1/57/74	5700.00
1/58/74	5800.00	1/58/74	5800.00
1/59/74	5900.00	1/59/74	5900.00
1/60/74	6000.00	1/60/74	6000.00
1/61/74	6100.00	1/61/74	6100.00
1/62/74	6200.00	1/62/74	6200.00
1/63/74	6300.00	1/63/74	6300.00
1/64/74	6400.00	1/64/74	6400.00
1/65/74	6500.00	1/65/74	6500.00
1/66/74	6600.00	1/66/74	6600.00
1/67/74	6700.00	1/67/74	6700.00
1/68/74	6800.00	1/68/74	6800.00
1/69/74	6900.00	1/69/74</	

10-11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044

[illegible]

1

AB 000070

Some Checks from Hecker Deposited into Rowan Associated Bank Account		
Deposit	Amount	Document Control #
1/30/2009	20,000.00	AB000062
	\$20,000.00	

Some Cash Deposited into Rowan Associated Bank Account		
Deposit	Amount	Document Control #
4/23/09	15,000.00	AB000069
4/24/09	6,000.00	AB000070
	\$21,000.00	



4333 Edgewood Road NE • Mail Drop 0001 • Cedar Rapids, IA 5249

CHECK NO: 0111427182 ¹⁰⁻²³²²/₁₁₉

AMOUNT: \$*****4,846.61

DATE: Feb 23, 2009

PAY:FOUR THOUSAND EIGHT HUNDRED FORTY-SIX AND 61/100 DOLLARS*****

TO THE
ORDER OF: DENNIS HECKER

TELLER #056

MAR 04 2009

TRANS REFERENCE NO:
20090220901441

JPMorgan Chase Bank, N.A.
Chicago, IL

Not Valid Unless Cashed Within Six Months

Peter H. Kunkel
AUTHORIZED SIGNATURE

#0111427182# 1:00 [REDACTED] 5759#

Date:03/04/2009 RT:71923226 Branch:1 Teller:56 Sequence:7052726 Account:~~XXXXXXXXXX~~ 5739 *Serial:111427182 Amount:\$4,846.61
TranCode:0

<p>1. NAME: J. E. Smith 2. DATE: 10/15/50 3. TIME: 10:15 AM 4. PLACE: NEW YORK 5. REASON: NERVOUS BREAKDOWN</p>		<p>6. TIME: 10:15 AM 7. PLACE: NEW YORK 8. REASON: NERVOUS BREAKDOWN</p>	
<p>9. NAME: J. E. Smith 10. DATE: 10/15/50 11. TIME: 10:15 AM 12. PLACE: NEW YORK 13. REASON: NERVOUS BREAKDOWN</p>		<p>14. NAME: J. E. Smith 15. DATE: 10/15/50 16. TIME: 10:15 AM 17. PLACE: NEW YORK 18. REASON: NERVOUS BREAKDOWN</p>	
<p>19. NAME: J. E. Smith 20. DATE: 10/15/50 21. TIME: 10:15 AM 22. PLACE: NEW YORK 23. REASON: NERVOUS BREAKDOWN</p>		<p>24. NAME: J. E. Smith 25. DATE: 10/15/50 26. TIME: 10:15 AM 27. PLACE: NEW YORK 28. REASON: NERVOUS BREAKDOWN</p>	
<p>29. NAME: J. E. Smith 30. DATE: 10/15/50 31. TIME: 10:15 AM 32. PLACE: NEW YORK 33. REASON: NERVOUS BREAKDOWN</p>		<p>34. NAME: J. E. Smith 35. DATE: 10/15/50 36. TIME: 10:15 AM 37. PLACE: NEW YORK 38. REASON: NERVOUS BREAKDOWN</p>	
<p>39. NAME: J. E. Smith 40. DATE: 10/15/50 41. TIME: 10:15 AM 42. PLACE: NEW YORK 43. REASON: NERVOUS BREAKDOWN</p>		<p>44. NAME: J. E. Smith 45. DATE: 10/15/50 46. TIME: 10:15 AM 47. PLACE: NEW YORK 48. REASON: NERVOUS BREAKDOWN</p>	
<p>49. NAME: J. E. Smith 50. DATE: 10/15/50 51. TIME: 10:15 AM 52. PLACE: NEW YORK 53. REASON: NERVOUS BREAKDOWN</p>		<p>54. NAME: J. E. Smith 55. DATE: 10/15/50 56. TIME: 10:15 AM 57. PLACE: NEW YORK 58. REASON: NERVOUS BREAKDOWN</p>	
<p>59. NAME: J. E. Smith 60. DATE: 10/15/50 61. TIME: 10:15 AM 62. PLACE: NEW YORK 63. REASON: NERVOUS BREAKDOWN</p>		<p>64. NAME: J. E. Smith 65. DATE: 10/15/50 66. TIME: 10:15 AM 67. PLACE: NEW YORK 68. REASON: NERVOUS BREAKDOWN</p>	
<p>69. NAME: J. E. Smith 70. DATE: 10/15/50 71. TIME: 10:15 AM 72. PLACE: NEW YORK 73. REASON: NERVOUS BREAKDOWN</p>		<p>74. NAME: J. E. Smith 75. DATE: 10/15/50 76. TIME: 10:15 AM 77. PLACE: NEW YORK 78. REASON: NERVOUS BREAKDOWN</p>	
<p>79. NAME: J. E. Smith 80. DATE: 10/15/50 81. TIME: 10:15 AM 82. PLACE: NEW YORK 83. REASON: NERVOUS BREAKDOWN</p>		<p>84. NAME: J. E. Smith 85. DATE: 10/15/50 86. TIME: 10:15 AM 87. PLACE: NEW YORK 88. REASON: NERVOUS BREAKDOWN</p>	
<p>89. NAME: J. E. Smith 90. DATE: 10/15/50 91. TIME: 10:15 AM 92. PLACE: NEW YORK 93. REASON: NERVOUS BREAKDOWN</p>		<p>94. NAME: J. E. Smith 95. DATE: 10/15/50 96. TIME: 10:15 AM 97. PLACE: NEW YORK 98. REASON: NERVOUS BREAKDOWN</p>	
<p>99. NAME: J. E. Smith 100. DATE: 10/15/50 101. TIME: 10:15 AM 102. PLACE: NEW YORK 103. REASON: NERVOUS BREAKDOWN</p>		<p>104. NAME: J. E. Smith 105. DATE: 10/15/50 106. TIME: 10:15 AM 107. PLACE: NEW YORK 108. REASON: NERVOUS BREAKDOWN</p>	

EXHIBIT 6

DEREK J. CHERNE
MICHELLE CHERNE
MEDINA, MN

75-7145/2019
0596

5744

TELLER #551

DATE

4/22/09

APR 23 2009

PAY TO

THE ORDER OF

\$ 10,000.00

DOLLARS



Security Features
Check for them

VOYAGER
BANK

952-345-8070
10953 Wayzata Boulevard
Minnetonka, MN 55305

MEMO

⑆291971469⑆

5744

Date:04/23/2009 RT:291971469 Branch:1 Teller:551 Sequence:7744870 Account:0596 Serial:5744 Amount:\$10,000.00
TranCode:0

PAY TO THE ORDER OF
CHERNE KATHY
8345

Security Features: Hundreds of document alterations
Security Screen: Absence of "Security Feature"
Move/Paste On Back: Small type in MP line appears

DEALER FAX NUMBER
763 - 222 - 2211

Printed on 04/07/2009 at 02:17 PM

FOR DEALER USE ONLY

☐ A/C ☐ Cruise ☐ Man. Trans. ☐ Sunroof ☐ Stereo ☐ Pwr. Windows
☐ Pwr. Seats ☐ 4WD ☐ T-Top ☐ Alum./Wire Wheel ☐ Leather Seats ☐ Pwr. Door Locks

VEHICLE OPTIONS

JAGUAR LAND ROVER MINNEAPOLIS		107604	New	Retail	72	R3706
DEALER NAME		DEALER #	VEHICLE TYPE	PRODUCT TYPE	TERM	STOCK#
SALMP13428A296951		2008 land rover	range rover		4dr wgn sc	
VIN #	YEAR	MAKE	MODEL DESCRIPTION	TRIM		

☐ CERTIFIED PREOWNED

VEHICLE SOURCE

87526	5712	1287	7000	1500	86025
CASH SELLING PRICE	SALES TAX	T&L	CASH DOWN	FRONT-END FEES REBATE	NET TRADE GROSS CAP/ UNPAID BALANCE

ACCIDENT/HEALTH INS	CREDIT LIFE	GAP	WARRANTY	BACK-END FEES
96600	88276			

MSRP	INVOICE/WHOLESALE VALUE	WHOLESALE SOURCE	RETAIL VALUE	RETAIL SOURCE
------	-------------------------	------------------	--------------	---------------

16

MILEAGE	EST PAYMENT	APR
---------	-------------	-----

☐ VEHICLE BOOKOUT VEHICLE BOOKOUT DATE EST AMT FINANCED

VEHICLE BOOKOUT OPTIONS

LENDER PROGRAM

TRADE IN

YEAR	MAKE	MODEL DESCRIPTION	TRIM
------	------	-------------------	------

TRADE FINANCED BY	TRADE MONTHLY PYMT
-------------------	--------------------

J-1 000008

B. Co-Applicant's Personal Credit Information

_____ FIRST NAME OR BUSINESS NAME		_____ MI	_____ LAST NAME	
_____ EMAIL ADDRESS		_____ DRIVER'S LICENSE #		_____ DRIVER'S LICENSE STATE
____ / ____ / ____ DATE OF BIRTH ()	____ - ____ - ____ HOME PHONE #	____ - ____ - ____ CELL PHONE # (See below)	____ YRS ____ MOS TIME AT ADDRESS	____ HOUSING STATUS
_____ CURRENT STREET # AND NAME		_____ APT/SUITE #	_____ PO BOX #	_____ RURAL ROUTE
_____ CITY		_____ MTG PYMT OR RENT		
_____ PREVIOUS STREET # AND NAME		_____ APT/SUITE #	_____ PO BOX #	_____ RURAL ROUTE
_____ CITY		____ YRS ____ MOS TIME AT ADDRESS		
_____ EMPLOYED BY or TYPE OF BUSINESS (if business application)		_____ EMPLOYMENT STATUS		_____ OCCUPATION
_____ BUSINESS PHONE #		____ YRS ____ MOS TIME EMPLOYED	_____ SALARY	_____ SALARY TYPE
_____ PREVIOUS EMPLOYMENT (if less than 2 yrs at current)		_____ EMPLOYMENT STATUS		____ YRS ____ MOS TIME EMPLOYED
_____ OCCUPATION		_____ RELATIONSHIP		

Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

_____ OTHER INCOME	_____ SOURCE OF OTHER INCOME
-----------------------	---------------------------------

ADDITIONAL COMMENTS

SHE LEFT THE PHONE OFF HER FRAUD ALERT ON PURPOSE. YOU CAN REACH HER ON HER CELL AT [REDACTED]-9080 TO CONFIRM HER IDENTITY. THANKS, DEAN

By providing my cell phone number, I give my prior express consent to receive calls and text messages from the creditor or its third party debt collector at that number, including calls and messages made by using an autodialer or prerecorded message.

J-1 000009

AGREEMENT

The words "you," "your" and "yours" mean each person submitting this application. The words "we," "us," "our" and "ours" as used below refer to us, the dealer, and to the financial institution(s) selected to receive your application.

You authorize us to submit this application and any other application submitted in connection with the proposed transaction to the financial institutions disclosed to you by us the dealers. This application will be reviewed by such financial institutions on behalf of themselves and us the dealer. In addition, in accordance with the Fair Credit Reporting Act, you authorize that such financial institutions may submit your applications to other financial institutions.

You agree that we may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with the proposed transaction and any update, renewal, refinancing, modification or extension of that transaction. You also agree that we or any affiliate of ours may obtain one or more consumer credit reports on you at any time whatsoever. If you ask, you will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which we or our affiliate obtained your credit report.

You agree that we may verify your employment, pay, assets and debts, and that anyone receiving a copy of this is authorized to provide us with such information. You further authorize us to gather whatever credit and employment history we consider necessary and appropriate in evaluating this application and any other applications submitted in connection with the proposed transaction.

We may keep this application and any other application submitted to us and information about you whether or not the application is approved. You certify that the information on the application and in any other application submitted to us, is true and complete. You understand that false statements may subject you to criminal penalties.

FEDERAL NOTICES

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

STATE NOTICES

California Residents: An applicant, if married, may apply for a separate account.

Ohio Residents: Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

New Hampshire Residents: If this is an application for balloon financing, you are entitled to receive, upon request, a written estimate of the monthly payment amount that would be required to refinance the balloon payment at the time such payment is due based on the creditor's current refinancing programs.

New York Residents: In connection with your application for credit, we may request a consumer report which contains information on your credit worthiness, credit standing, personal characteristics and general reputation. If we grant you credit, we or our loan servicer may order additional consumer reports in connection with any update, renewal or extension of the credit. If you ask us, we will tell you whether we obtained a consumer report and if we did, we will tell you the name and address of the consumer reporting agency that gave us the report.

Vermont Residents: By signing below you authorize us and our employees or agents to obtain and verify information about you (including one or more credit reports, information about your employment and banking and credit relationships) that we may deem necessary or appropriate in evaluating your loan application. If your application is approved and the loan is made, you also authorize us, and our employees and agents, to obtain additional credit reports and other information about you in connection with reviewing the account, increasing the available credit on the account (if applicable), taking collection on the account, or for any other legitimate purpose.

Married Wisconsin Residents: Wisconsin law provides that no provision of any marital property agreement, or unilateral statement, or court order applied to marital property will adversely affect a creditor's interests unless, prior to the time that the credit is granted, the creditor is furnished with a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. If you are making this application individually, and not jointly with your spouse, the full name and current address of your spouse must be properly disclosed in the co-applicant section of this application.

This application may be submitted to the following financial institutions (Name(s) and Address(es)) _____

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO THE TERMS AND DISCLOSURES ON THE THREE PAGES OF THIS APPLICATION.

X

APPLICANT'S SIGNATURE

DATE

CO- APPLICANT'S SIGNATURE

DATE

22222		Void <input type="checkbox"/>		a Employee's social security number 11135		For Official Use Only OMB No. 1545-0008	
b Employer identification number (EIN) 1788				1 Wages, tips, other compensation 177751.00		2 Federal income tax withheld 41804.00	
c Employer's name, address, and ZIP code MULTIMEDIA HOLDINGS COMPANY, I GANNETT 7950 JONES BRANCH DRIVE MCLEAN VA 22107				3 Social security wages 189500.00		4 Social security tax withheld 11748.00	
				5 Medicare wages and tips 189500.00		6 Medicare tax withheld 2747.00	
				7 Social security tips		8 Allocated tips	
d Control number 16-0331690				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial CHRISTI M		Last name ROWAN		Suff. 11 Nonqualified plans		12a See instructions for box 12 C 11.74	
715 E RIDGE DRIVE NORTHFIELD MN 55057				13 Disability payments <input type="checkbox"/> Sick pay <input checked="" type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay		12b D 18500.00	
				14 Other		12c	
						12d	
f Employee's address and ZIP code		15 State Employer's state ID number MN 6082		16 State wages, tips, etc. 177751.00		17 State income tax 13953.00	
				18 Local wages, tips, etc.		19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement

2008

Department of the Treasury—Internal Revenue Service
For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

Copy A For Social Security Administration — Send this entire page with Form W-3 to the Social Security Administration; photocopies are not acceptable.

Do Not Cut, Fold, or Staple Forms on This Page — Do Not Cut, Fold, or Staple Forms on This Page

22222		Void <input type="checkbox"/>		a Employee's social security number 11135		For Official Use Only OMB No. 1545-0008	
b Employer identification number (EIN) 1788				1 Wages, tips, other compensation 177751.00		2 Federal income tax withheld 41804.00	
c Employer's name, address, and ZIP code MULTIMEDIA HOLDINGS COMPANY, I GANNETT 7950 JONES BRANCH DRIVE MCLEAN VA 22107				3 Social security wages 189500.00		4 Social security tax withheld 11748.00	
				5 Medicare wages and tips 189500.00		6 Medicare tax withheld 2747.00	
				7 Social security tips		8 Allocated tips	
d Control number 16-0331690				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial CHRISTI M		Last name ROWAN		Suff. 11 Nonqualified plans		12a See instructions for box 12 C 11.74	
715 E RIDGE DRIVE NORTHFIELD MN 55057				13 Disability payments <input type="checkbox"/> Sick pay <input checked="" type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay		12b D 18500.00	
				14 Other		12c	
						12d	
f Employee's address and ZIP code		15 State Employer's state ID number MN 6082		16 State wages, tips, etc. 177751.00		17 State income tax 13953.00	
				18 Local wages, tips, etc.		19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement

2008

Department of the Treasury—Internal Revenue Service
For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

EXHIBIT 7

Page 1	Page 3
<p>1 UNITED STATES BANKRUPTCY COURT</p> <p>2 DISTRICT OF MINNESOTA</p> <p>3 -----</p> <p>4 In re: BKY No. 09-50779</p> <p>5 Dennis E. Hecker, Chapter 7</p> <p>6 Debtor.</p> <p>7 -----</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12 RULE 2004 EXAMINATION OF</p> <p>13 CHRISTI MICHELE ROWAN</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18 Taken October 13, 2009</p> <p>19 Commencing at 9:14 a.m.</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24 REPORTED BY: Kay Lynn Hinsch, RPR</p> <p>25 www.paradigmreporting.com</p>	<p>1 INDEX</p> <p>2 WITNESS: Christi Michele Rowan</p> <p>3 Examination by Mr. Burton</p> <p>4 EXHIBITS:</p> <p>5 Number 1 - Subpoena for Rule 2004 Examination.....6</p> <p>6 Number 2 - Compilation of documents..9,49,95,140,187</p> <p>7 Number 3 - Letter dated October 6, 2009 to William</p> <p>8 Skolnick from Matthew R. Burton.....17</p> <p>9 Number 4 - Findings of Fact, Conclusions of Law,</p> <p>10 Order for Judgment and Judgment and Decree...19</p> <p>11 Number 5 - Amended Bankruptcy Schedule.....28</p> <p>12 Number 6 - Documents from Jaguar for 2008 Range</p> <p>13 Rover.....30</p> <p>14 Number 7 - Documents from Jaguar for 2008 Range</p> <p>15 Rover.....48, 52</p> <p>16 Number 8 - Documents from Jaguar for 2006 Range</p> <p>17 Rover.....55</p> <p>18 Number 9 - Letter of Intent dated April 18, 2008</p> <p>19 for 150 Portland Avenue, Suite 201.....61</p> <p>20 Number 10 - Neiman Marcus documents.....63</p> <p>21 Number 11 - Invoice for ladies diamond oval hoop</p> <p>22 earrings.....67</p> <p>23 Number 12 - US Bank Visa charges.....68</p> <p>24 Number 13 - Optical Shop of Aspen invoice.....75</p> <p>25 Number 14 - Dennis Basso invoice for fur coat.....77</p>
Page 2	Page 4
<p>1 Rule 2004 Examination of CHRISTI MICHELE</p> <p>2 ROWAN, taken on the 13th day of October, 2009,</p> <p>3 commencing at 9:14 a.m., at Leonard, O'Brien,</p> <p>4 Spencer, Gale & Sayre, 100 South Fifth Street, Suite</p> <p>5 2500, Minneapolis, Minnesota, before Kay Lynn</p> <p>6 Hinsch, Registered Professional Reporter and Notary</p> <p>7 Public of and for the State of Minnesota.</p> <p>8 APPEARANCES</p> <p>9 On Behalf of Randall L. Seaver, Trustee:</p> <p>10 MATTHEW R. BURTON, ESQUIRE</p> <p>11 Leonard, O'Brien, Spencer, Gale & Sayre, Ltd.</p> <p>12 100 South Fifth Street</p> <p>13 Suite 2500</p> <p>14 Minneapolis, Minnesota 55402</p> <p>15 mburton@losgs.com</p> <p>16 On Behalf of Christi Michele Rowan:</p> <p>17 WILLIAM R. SKOLNICK, ESQUIRE</p> <p>18 Skolnick & Shiff, P.A.</p> <p>19 2100 Rand Tower</p> <p>20 527 Marquette Avenue South</p> <p>21 Minneapolis, Minnesota 55402</p> <p>22 wskolnick@visi.com</p> <p>23 NOTE: The original transcript will be</p> <p>24 delivered to Matthew R. Burton, Esquire, pursuant to</p> <p>25 the applicable Rules of Civil Procedure.</p>	<p>1 EXHIBITS (cont'd)</p> <p>2 Number 15 - Letter dated August 24, 2009 from</p> <p>3 Matthew R. Burton.....78</p> <p>4 Number 16 - Receipts from Chrome Hearts.....83</p> <p>5 Number 17 - Client Detail for Dennis Hecker and</p> <p>6 Christi Rowan.....84</p> <p>7 Number 18 - Sales receipts from R.F. Moeller.....89</p> <p>8 Number 19 - Receipts from Belle Reve Boutique.....91</p> <p>9 Number 20 - Information from Harrison K-9</p> <p>10 Security Services.....93</p> <p>11 Number 21 - Residential Lease.....139</p> <p>12 Number 22 - E-mails between Christi Rowan and</p> <p>13 Jane Ketrosier.....173</p> <p>14 Number 23 - E-mails between Christi Rowan and</p> <p>15 Dennis Hecker.....175</p> <p>16 Number 24 - Compilation of e-mails.....177</p> <p>17 Number 25 - Check number 5503 for \$8,000.....185</p> <p>18 Number 26 - Compilation of checks.....186</p> <p>19 Number 27 - Accounting of Dennis E. Hecker.....192</p> <p>20 Number 28 - Third Supplemental Affidavit of</p> <p>21 Tamitha D. Hecker.....205</p> <p>22 OBJECTIONS:</p> <p>23 By Mr. Skolnick: Pages 21, 29, 47, 162</p> <p>24</p> <p>25</p>

EXHIBIT

C

EXHIBIT 8

<p style="text-align: right;">Page 37</p> <p>1 Q. More or less?</p> <p>2 A. More versus less.</p> <p>3 Q. Did this \$189,000 number come from you?</p> <p>4 A. Same application. I never filled out a new</p> <p>5 application. They took it direct out of the system.</p> <p>6 I've had it in there since '96. And they never</p> <p>7 asked me if anything changed.</p> <p>8 MR. SKOLNICK: So the answer is no.</p> <p>9 BY MR. BURTON:</p> <p>10 Q. So if we went back every year it would</p> <p>11 always say 189?</p> <p>12 A. Correct.</p> <p>13 Q. And you don't know where that came from?</p> <p>14 A. 189? Okay. I made \$150,000 --</p> <p>15 MR. SKOLNICK: No. Do you know how that</p> <p>16 number got on this piece of paper is the question.</p> <p>17 THE WITNESS: Yes, because I put it down</p> <p>18 back in '96.</p> <p>19 MR. SKOLNICK: Okay.</p> <p>20 THE WITNESS: Oh, assume, 2006. Excuse</p> <p>21 me.</p> <p>22 MR. SKOLNICK: All right. That answers</p> <p>23 the question.</p> <p>24 BY MR. BURTON:</p> <p>25 Q. If you turn a few pages there's a signature</p>	<p style="text-align: right;">Page 39</p> <p>1 qualify for, you mean knowing what your income was</p> <p>2 at the time, which is from the photography business,</p> <p>3 were you worried that you wouldn't qualify for this</p> <p>4 vehicle?</p> <p>5 A. My debt ratio, with having my existing</p> <p>6 lease, I knew it would be difficult --</p> <p>7 Q. Okay.</p> <p>8 A. -- to qualify.</p> <p>9 Q. And so how did you alter these W-2s? Or,</p> <p>10 I'm sorry, there's just one W-2.</p> <p>11 A. Correct.</p> <p>12 Q. How did you alter it?</p> <p>13 A. I changed the numbers.</p> <p>14 Q. So what did you do, write them out and type</p> <p>15 in different numbers and then make a copy or</p> <p>16 something?</p> <p>17 A. Yep.</p> <p>18 Q. And did you actually have W-2s for 2008</p> <p>19 from Gannett?</p> <p>20 A. Correct.</p> <p>21 Q. And do you recall what the number may have</p> <p>22 actually been?</p> <p>23 A. I believe it was around 96,000.</p> <p>24 Q. Okay. Did you alter this document at the</p> <p>25 request of Mr. Hecker?</p>
<p style="text-align: right;">Page 38</p> <p>1 on April 9th of '09. Is that your signature?</p> <p>2 A. Correct.</p> <p>3 MR. SKOLNICK: You're talking about the</p> <p>4 page that says "Agreement" at the top?</p> <p>5 MR. BURTON: Yes.</p> <p>6 MR. SKOLNICK: I just want to make sure</p> <p>7 we're all on the same page. Thank you, Counsel.</p> <p>8 MR. BURTON: You're welcome.</p> <p>9 BY MR. BURTON:</p> <p>10 Q. The next page has some W-2s. Are these</p> <p>11 your W-2s for 2008?</p> <p>12 A. They're not.</p> <p>13 Q. Okay. How did it come to be that these are</p> <p>14 in the file?</p> <p>15 A. I gave it to them.</p> <p>16 Q. You gave them these W-2s?</p> <p>17 A. Correct.</p> <p>18 Q. And they're -- are they doctored?</p> <p>19 A. Correct.</p> <p>20 Q. Okay. And who did that?</p> <p>21 A. I did.</p> <p>22 Q. And why?</p> <p>23 A. I was asked to go get a vehicle, and I did,</p> <p>24 and I knew what I could qualify for.</p> <p>25 Q. When you say you knew what you could</p>	<p style="text-align: right;">Page 40</p> <p>1 A. No.</p> <p>2 Q. But was he asking you to go get this car?</p> <p>3 A. He asked me to, yes.</p> <p>4 Q. And was he aware that you may have had --</p> <p>5 A. No.</p> <p>6 Q. -- some issues of qualifying?</p> <p>7 MR. SKOLNICK: Now answer the question.</p> <p>8 A. No.</p> <p>9 BY MR. BURTON:</p> <p>10 Q. Can you turn the page, please?</p> <p>11 A. (Witness complies.)</p> <p>12 Q. Now, this is a check from you on an</p> <p>13 Associated Bank account; is that right?</p> <p>14 A. Correct.</p> <p>15 Q. And this is money that Mr. Hecker gave you?</p> <p>16 A. This check did not clear.</p> <p>17 Q. Okay. Can you tell me about that?</p> <p>18 A. I wrote the check. There was not any money</p> <p>19 in it.</p> <p>20 Q. There was not any money in it. What do you</p> <p>21 mean, you wrote the check and the dollar amount was</p> <p>22 left blank?</p> <p>23 A. No. When I wrote the check, Mr. Hecker had</p> <p>24 not given me any money for the down payment --</p> <p>25 Q. Okay.</p>

**Jaguar
Minneapolis**



Land Rover
Minneapolis

8905 Wayzata Blvd. Phone (763) 222-2200
GOLDEN VALLEY, MINNESOTA 55426
Customer E-mail:

Stock #: R3706 Date: 04/09/09 Salesperson: ADAM GREGORY WHITE
Buyer Name: (Last) ROWAN (First) CHRISTI (Middle) NICHELE
Co-Buyer Name: (Last) (First) (Middle)
Address: 715 EAST RIDGE DR City: NORTHFIELD State: MN County: RICE Zip: 55057
Home Phone: (507) 664-9080 Bus. Phone: (612) 701-9080 Buyer DOB: 08/28/73 Co-Buyer DOB:
Buyer D.L.#: W213266661306 Co-Buyer D.L.#:
Buyers Insurance: AMERICAN FAMILY Policy #: 1- [REDACTED] 71-EPPA-MN Agent: TODD VISKOCIL (952) 938-2911
PLEASE ENTER MY ORDER FOR: New ☐ Used ☐ Demo ☐ as follows:

YEAR	MAKE	CARLINE	MODEL DESC	TRANSMISSION	COLOR	INTERIOR
VIN #	LAND ROVER	RANGE ROVER	SUPER CHG	AUTO		
SALMF13428A296951		PERMIT	TAB EXP. DATE	STATE	MILEAGE	DELIVERED ON OR ABOUT
TRADE-IN DATA			GET CERTIFICATE OF TITLE		CASH PRICE OF VEHICLE	04/09/09
YEAR	MAKE	CARLINE	MODEL DESC	FREIGHT		
VIN #				DEALER INSTALLED OPTIONS		
LIEN HOLDERS NAME				REBATE TO DEALER		
ADDRESS				OWNER LOYALTY		
LICENSE PLATE #	LICENSE STATE	EXP. DATE				
MILEAGE NOW	TRANSMISSION	COLOR				
POLLUTION CONTROL SYSTEM DISCLOSURE (TRADE-IN VEHICLE)						
In order to comply with Minnesota Statutes, Section 325E.0951, no person may transfer a motor vehicle without providing a written disclosure to the transferee (buyer) certifying the condition of the pollution control system.						
Transferor (seller) hereby certifies, to the best of his/her knowledge, that the pollution control system on this vehicle being traded in, including the restricted gasoline pipe, has not been removed, altered, or rendered inoperative.						
Seller's Signature X _____						
DEALER'S DISCLAIMER OF WARRANTY						
The Dealer expressly disclaims all warranties either express or implied on the vehicle sold, except any warranties offered and explained in Paragraphs 10 through 13 on the back of this contract. Buyer acknowledges receiving this information before the sale and further acknowledges having read and understood the provisions on the back of this contract.						
Buyer's Signature X _____						
DEALER'S POLLUTION CONTROL SYSTEM DISCLOSURE (VEHICLE BEING SOLD)						
Transferor (Dealer) hereby certifies, to the best of his/her knowledge, that the pollution control system on this vehicle being sold, including the restricted gasoline pipe, has not been removed, altered, or rendered inoperative.						
CASH SUBMITTED WITH ORDER						
LESS BALANCE OWING TO						
TOTAL DOWN PAYMENT						
LICENSE						
TITLE						
TRANSFER						
REGISTRATION FEE						
A.O.S.						
TOTAL						
				MY TRADE DOES NOT HAVE A BRANDED TITLE OR		
				INSURANCE SALVAGE HISTORY X _____		
				TOTAL		
				LESS ALLOWANCE FOR USED VEHICLE, AS APPRAISED		
				TAXABLE AMOUNT		
				TAX		
				DOCUMENT ADMINISTRATIVE FEE		
				SERVICE CONTRACT		
				LICENSE AND FEES		
				CASH SUBMITTED WITH ORDER		
				LESS BALANCE OWING TO LIENHOLDER ON TRADE-IN		
				TOTAL AMOUNT DUE ON DELIVERY		

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that no credit has been extended by dealer for the purchase of this motor VEHICLE. You certify that you are 18 years of age or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in this dealership on the date noted at top of this form. If DEALER is arranging credit for YOU, this CONTRACT is not valid until a credit disclosure is made as described in Regulation Z and you have accepted the credit extended.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Company.

Accepted (X)

x

J-1 000001

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. _____ Date: APRIL 9th, 2009	Seller HANSORD PONTIAC COMPANY 8905 WAYZATA BLVD. GOLDEN VALLEY MN 55426 We and us mean the Seller above, its successors and assigns.	Buyer CHRISTI MICHELE ROWAN 715 EAST RIDGE DR NORTHFIELD MN 55057 You and your mean each Buyer above, and guarantor, jointly and individually.

SALE: You agree to purchase from us, over time, the Motor Vehicle (Vehicle) and services described below. Your purchase is subject to the terms and conditions of this contract and security agreement (Contract). The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of	Year	2008	VIN	SALMF13428A296951	Other:
Motor Vehicle	Make	LAND ROVER	Lic. No./Year	PERMIT	
Purchased	Model	RANGE ROVER	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used		

Description of Trade-In

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ 79000.00, plus finance charges accruing on the unpaid balance at the rate of 7.74 % per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **LOAN ADMINISTRATION FEE:** You agree to pay an additional, nonrefundable loan administration fee of \$25.00 that will be ☐ paid in cash. ☐ paid pro rata over the contract term. ☐ withheld from the proceeds (if this fee is withheld from the proceeds, the amount is included in the principal sum).

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of
7.74 %	\$ 20312.48	\$ 79000.00	\$ 99312.48	\$ 15424.94
				\$ 114737.42

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
72	1379.34	MONTHLY BEGINNING: 05/24/2009

Security: You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 10 days late, you will be charged 5% OF THE UNPAID LATE PAYMENT OR \$7.28, WHICHEVER IS GREATER. ☒ This amount may increase so as to always be the highest amount allowed by law under Minn. Stat. § 47.59.

Prepayment: If you pay off this Contract early, you will not have to pay a penalty.

☒ If you pay off this Contract early, you will not be entitled to a refund of part of the loan administration fee.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured ☐ Single ☐ Joint Prem. \$ N/A Term N/A

Credit Disability: Insured ☐ Single ☐ Joint Prem. \$ N/A Term N/A

ITEMIZATION OF AMOUNT FINANCED:

Vehicle Price (incl. sales tax of \$ 5611.69) \$ 93137.69
 Service Contract, Paid to: N/A \$ N/A
 Cash Price \$ 93137.69

Manufacturer's Rebate \$ 1500.00

Cash Down Payment \$ 13924.94

Deferred Down Payment \$ N/A

a. Total Cash/Rebate Down \$ 15424.94

b. Trade-In Allowance \$ N/A

c. Less: Amount owing \$ N/A

Paid to: N/A

d. Net Trade-In (b. minus c.) \$ N/A

e. Net Cash/Trade-In (a. plus d.) \$ 15424.94

Down Payment (e.; disclose as \$0 if negative) \$ 15424.94

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

200000 1-5

Payment Schedule: Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
72	1379.34	MONTHLY BEGINNING: 05/24/2009

Security: You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 10 days late, you will be charged 5% OF THE UNPAID LATE PAYMENT OR \$7.28, WHICHEVER IS GREATER. ☒ This amount may increase so as to always be the highest amount allowed by law under Minn. Stat. § 47.59.

Prepayment: If you pay off this Contract early, you will not have to pay a penalty.

☒ If you pay off this Contract early, you will not be entitled to a refund of part of the loan administration fee.

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured

☐ Single ☐ Joint Prem. \$ N/A Term N/A

Credit Disability: Insured

☐ Single ☐ Joint Prem. \$ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer d/o/b Buyer d/o/b

PROPERTY INSURANCE: You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

- ☐ \$ N/A Deductible, Collision Coverage \$ N/A
☐ \$ N/A Deductible, Comprehensive Cov. \$ N/A
☐ Fire-Theft and Combined Additional Coverage \$ N/A
☐ N/A \$ N/A

Liability Insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

☐ **MOTOR VEHICLE SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Motor Vehicle Service Contract to cover N/A

This Service Contract will be in effect for N/A

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ <u>5611.69</u>)	\$ <u>93137.69</u>
Service Contract, Paid to: <u>N/A</u>	\$ <u>N/A</u>
Cash Price	\$ <u>93137.69</u>
Manufacturer's Rebate	\$ <u>1500.00</u>
Cash Down Payment	\$ <u>13924.94</u>
Deferred Down Payment	\$ <u>N/A</u>
a. Total Cash/Rebate Down	\$ <u>15424.94</u>
b. Trade-In Allowance	\$ <u>N/A</u>
c. Less: Amount owing	\$ <u>N/A</u>
Paid to: <u>N/A</u>	
d. Net Trade-In (b. minus c.)	\$ <u>N/A</u>
e. Net Cash/Trade-In (a. plus d.)	\$ <u>15424.94</u>
Down Payment (e.; disclose as \$0 if negative)	\$ <u>15424.94</u>
Unpaid Balance of Cash Price	\$ <u>77712.75</u>
Paid to Public Officials: Filing Fees	\$ <u>1212.25</u>
Insurance Premiums*	\$ <u>N/A</u>
Amount to Finance line e. (if e. is negative)	\$ <u>N/A</u>
To: <u>N/A</u>	\$ <u>N/A</u>
To: <u>HANSORD PONTIAC COMPANY*</u>	\$ <u>75.00</u>
To: <u>N/A</u>	\$ <u>N/A</u>
To: <u>N/A</u>	\$ <u>N/A</u>
Total Other Charges/Amounts Pd. to Others	\$ <u>1287.25</u>
Less: Prepaid Finance Charges	\$ <u>N/A</u>
Amount Financed	\$ <u>79000.00</u>

*We may retain or receive a portion of this amount.

NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.

ASSIGNMENT: This Contract and Security Agreement is assigned to ENDURA FINANCIAL FEDERAL CR UN, the Assignee, phone . This assignment is made ☒ under the terms of a separate agreement. ☐ under the terms of the ASSIGNMENT BY SELLER on page 2. ☐ This assignment is made with recourse.
 Seller: By Alison P. Dunning Date 04/09/2009

Buyer:

Signature CHRISTIE MICHELE ROWAN

Date 04/09/2009

Signature

Date

Seller: By

Alison P. Dunning

RESIDENTIAL LEASE

THIS LEASE AGREEMENT is entered into effective as of May 1, 2009, by and between Dennis E. Hecker ("Landlord") and Christi M. Rowan ("Tenant").

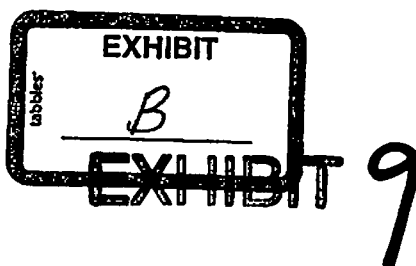
TO THE TENANT: This Lease is a binding legal document. By signing it, you and the Landlord agree to be bound by everything it contains. Before signing this Lease, make sure that you understand what the Lease means. After you sign the Lease, ask for a and keep a copy.

1. **Definitions.** In the Lease, "Landlord" means the owner of the Premises and anyone authorized to act on the owner's behalf. "Tenant" means, collectively the persons who have signed this Lease and will be occupying the Premises as a result of agreeing to this Lease, each of whom agrees that the obligations of Tenant hereunder shall be considered the joint and several responsibility of each person signing this Lease and Tenant, meaning that if anyone of the persons who are defined hereunder as the Tenant fails to perform, Landlord may look to anyone or more of those persons for performance of all the obligations of Tenant under this Lease. The "Premises" means the residence located at 1615 North Ridge Drive, Medina, Minnesota 55391.

2. **Lease of the Premises.** Landlord agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Landlord, during the Term (as defined below), subject to the provisions and conditions of this Lease.

3. **Term.** Tenant shall lease the Premises for the twenty four (24) month period beginning May 1, 2009, and ending on April 30, 2011 (the "Term"). Tenant acknowledges that Tenant must vacate the Premises at the end of the Term, but agrees to give Landlord written notice not later than sixty (60) days before the end of the Term if Tenant does not wish to remain in the Premises. If Tenant does not give this notice, Landlord may, but shall not be required, to consider this Term to be extended up to an additional sixty (60) days.

4. **Rent.** Rent will consist of the payment by Tenant of Five Thousand and 00/100 Dollars (\$5,000.00) each month during the Term of the Lease. Rent credit for the two (2) months of the Term shall be paid by Tenant improvements after execution of this Lease, as described in paragraph 6, below. Rent for subsequent months shall be payable not later than the first day of each subsequent calendar month. Rent for partial months shall be pro-rated on a per diem basis. Tenant will pay a Twenty Five Dollar (\$25.00) service charge if Tenant does not pay the full monthly rent by the first day of the month. Tenant also will be assessed a Twenty Five Dollar (\$25.00) charge for any check not honored by Tenants bank.



5. Utilities. Tenant shall pay as additional rent all utility payments incurred for the Premises during the periods that Tenant has the right to occupy the Premises during the Term of this Lease. The amounts payable by Tenant for utilities shall be paid on or before the date those payments are due and shall be paid by Tenant directly to each utility company billing for particular utility. Water and City sewer charges for the Premises will, however, be paid directly by Landlord, and Tenant shall reimburse Landlord for such payments relating to time periods within the Term of this Lease within ten (10) days after receipt of a bill from Landlord. Tenant shall not waste any utilities.

6. Rent and Security Deposit. Tenant shall pay for approved Leasehold improvements up to an amount equal to but no more than the first (1st) and second (2nd) month's Rent payable by Tenant. Landlord shall give Tenant a written statement (a) for additional rent or other money owed to Landlord, (b) for damage to Premises beyond ordinary wear and tear, and/or for failure to return the premises to clean condition. Tenant shall not offset rent due under this Lease. Landlord grants Tenant first (1st) right of refusal of any offer Landlord receives and has fourteen (14) business days to exercise their first (1st) right of refusal offer.

7. Use of the Premises. The Premises may be used only for residential purposes, and only Christi M. Rowan and family may live in the Premises. Tenant will not use the Premises for any other purpose which might threaten the safety of the building or unreasonably disturb neighbors. Tenant shall not use the Premises for any unlawful activity. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in Landlord's insurance. Tenant shall not act in a loud, boisterous, unruly or thoughtless manner, or disturb the rights of those who live in neighboring properties to peace and quiet if Landlord consents to the keeping of any pets, Landlord may require an additional security deposit. Tenant shall not keep a waterbed or water-filled furniture in the premises. Tenant shall not use or store on or near the premises any flammable or explosive substance. Tenant will keep the Premises clean and will not abuse any of the fixtures, furnishings or appliances in the premises. If Tenant causes damage in any part of the Premises, other than reasonable wear and tear Landlord will charge the Tenant for the damage. It will be Tenant's duty to perform any day-to-day, maintenance and repair of the Premises, including cleaning and painting, at Tenant's own expense. Landlord will have no duty to maintenance or repair the Premises.

8. **Landlord's Right to Enter the Premises.** Landlord may enter the Premises at reasonable times for purposes of inspecting the Premises, making necessary repairs to the Premises, or for showing the Premises to any prospective purchaser or tenant. Before entering the Premises, Landlord must make a reasonable effort to notify Tenant.

9. **Moving Out.** Even if Tenant moves out, Tenant will be responsible for paying the charges specified in paragraphs four and five of this Lease throughout the Term of this Lease. Landlord does not have any duty to renew this Lease.

10. **Alterations and Improvements.** Tenant may not alter the Premises or make any changes to the Premises without the prior written consent of Landlord. If Landlord consents to Tenant making any alterations or changes to the Premises, the alterations or changes will belong to Landlord at the end of the Term of this Lease and may not be removed by Tenant without the prior written consent of Landlord.

11. **Liens and Claims.** Tenant may not permit any liens or claims for which Tenant is responsible to become filed against the Premises. If Landlord suffers any loss because of the filing of any lien or demand on the Premises, Tenant shall pay Landlord the amount of the costs incurred by Landlord, including attorneys' fees attributable to the filing of the lien or demand.

12. **Assignment and Subletting.** This Lease is a personal agreement between Landlord and Tenant. Tenant may not sublet the Premises to others or assign to others any right or rights which Tenant may have under this Lease.

13. **Damage by Fire or Other Casualty.** If the Premises is damaged by fire or other casualty, Landlord may terminate this Lease by giving written notice to Tenant within thirty (30) days after the damage by fire or other casualty. Tenant shall immediately notify Landlord of any damage to the Premises. Tenant's obligation to pay Rent after the Premises are damaged to the extent the Premises become uninhabitable will be governed by applicable law. Landlord shall not be liable for damage to any of Tenant's personal property, even if Landlord is negligent. Tenant agrees to carry renter's insurance as provided in paragraph 17 of this Lease.

14. **Default/Eviction.** Tenant shall be in default if Tenant does not pay any amount payable by Tenant under this Lease by the date that payment is due. Tenant shall also be in default if Tenant violates any of the other provisions of this Lease. Tenant shall be considered in default if Landlord reasonably determines that Tenant is involved in any criminal activity (other than as a victim), regardless of whether Tenant has been arrested or convicted for such activity. Tenant shall also be considered in default if Tenant or Tenant's guests abuse alcohol, drugs or other controlled substances in the Premises, as reasonably determined by Landlord. If Tenant or Tenant's guests unreasonably disturb neighbors, damage the Premises or the property of neighbors, Tenant will be considered in default. If Tenant's living or housekeeping habits pose a risk to health or safety, or damage the Premises, Tenant will be considered to be in default. If Tenant defaults, Landlord may terminate this Lease, bring an eviction action or seek other legal or equitable remedies, including recovery of Landlord's reasonable attorneys' fees and court costs. If Tenant defaults and Landlord does not terminate this Lease or evict Tenant, Landlord

may still terminate this Lease, evict Tenant or pursue other available legal or equitable remedies for any other Tenant default. Tenant acknowledges that Landlord has a "ZERO TOLERANCE POLICY" for violence, drug use and other criminal activity.

15. Notice. Any notice which may be given or must be given under the terms of this Lease is to be given in the following manner: Tenant shall mail the notice by certified mail, return receipt requested, to Landlord at 500 Ford Road, Minneapolis, MN 55426. Notice to Tenant shall be sent by Landlord in the same manner addressed to Tenant at the Premises.

16. Condition of the Premises. Tenant has inspected the Premises and has found the Premises to be in a condition that is acceptable to Tenant, and therefore agrees to accept the Premises in "as-is" condition, and with all faults.


17. Insurance and Liability. Tenant shall maintain, at Tenant's expense, insurance covering Tenant's personal belongings and agrees that Tenant will look to its own insurance if Tenant's personal belongings or the belongings of others that are in the Premises from time to time during the Term of this Lease should be damaged, no matter how the damage occurs and whether or not the damage is caused by Landlord negligent acts or failures to act. Tenant shall also maintain appropriate liability insurance for Tenant. Tenant agrees to indemnify, hold harmless and defend Landlord against any claims, actions, and costs, including reasonable attorneys' fees, arising out of, or resulting from: (i) all negligent or wrongful acts by Tenant, Tenant's guests, invitees or contractors; (ii) the use of the Property by Tenant, or by Tenant's guests and invitees; and (iii) any breach of this Lease by Tenant. Landlord shall not be liable for, and Tenant waives, all claims for damage or injuries sustained by Tenant, its guests and invitees, or resulting from any act or occurrence in or about the Premises.

18. Signatures. Each person named as Tenant has read this Lease and all of us agree to abide by its Terms. We have received a copy of this Lease.

LANDLORD: 5/1/09 DATE

By:  Its: _____

TENANT: 5/1/09 DATE
ck

By:  Its: _____



8905 Wayzata Blvd. Phone (763) 222-2200
GOLDEN VALLEY, MINNESOTA 55426

Customer E-mail: _____

Land Rover
Minneapolis

Date: 11/20/08

Salesperson: ADAM GREGORY WHITE
(Middle) MICHELE

Buyer Name: (Last) ROWAN (First) CHRISTI

Co-Buyer Name: (Last) CAB WEST LLC (First) _____ (Middle) _____

Address: 715 EAST RIDGE DR City: NORTHFIELD State: MN County: RICE Zip: 55057

Home Phone: (507) 664-9080 Bus. Phone: (612) 701-9080 Buyer DOB: 08/28/73 Co-Buyer DOB: _____

Buyer D.L.#: W213266661306 Co-Buyer D.L.#: _____

Buyers Insurance: AMERICAN FAMILY Policy #: 11329376077EPPA MN Agent: TODD VISKOCIL (952) 938-2911

PLEASE ENTER MY ORDER FOR: New ☐ Used ☐ Demo ☐ as follows:

SS# _____

YEAR <u>2008</u>	MAKE <u>LAND ROVER</u>	CARLINE <u>RANGE ROVER</u>	MODEL <u>SUV</u>	TRANSMISSION <u>AUTO</u>	COLOR <u>SALMF13438A291452</u>	INTERIOR <u>PERMIT</u>
VIN #		LIC. #		TAB EXP. DATE	STATE <u>MN</u>	MILEAGE <u>15</u>
TRADE-IN DATA		GET CERTIFICATE OF TITLE!!		CASH PRICE OF VEHICLE		DELIVERED ON OR ABOUT <u>11/20/08</u>
YEAR	MAKE	CARLINE	MODEL DESC.	FREIGHT		N/A
VIN #				DEALER INSTALLED OPTIONS		N/A
LIEN HOLDERS NAME						N/A
ADDRESS						N/A
LICENSE PLATE #	LICENSE STATE	EXP DATE				
MILEAGE NOW	TRANSMISSION	COLOR				
POLLUTION CONTROL SYSTEM DISCLOSURE (TRADE-IN VEHICLE)				LEASE TERM <u>24 @ PAYMENTS OF 2200.00</u>		
In order to comply with Minnesota Statutes, Section 325E.0951, no person may transfer a motor vehicle without providing a written disclosure to the transferee (buyer) certifying the condition of the pollution control system.				RESIDUAL VALUE = <u>44436.00</u>		
Transferor (seller) hereby certifies, to the best of his/her knowledge, that the pollution control system on this vehicle being traded in, including the restricted gasoline pipe, has not been removed, altered, or rendered inoperative.				MILES INCLUDED IN LEASE = <u>21000</u>		
Seller's Signature <u>X</u>						
DEALER'S DISCLAIMER OF WARRANTY						
The Dealer expressly disclaims all warranties either express or implied on the vehicle sold, except any warranties offered and explained in Paragraphs 10 through 13 on the back of this contract. Buyer acknowledges receiving this information before the sale and further acknowledges having read and understood the provisions on the back of this contract.						
Buyer's Signature <u>[Signature]</u>				MY TRADE DOES NOT HAVE A BRANDED TITLE OR		
DEALER'S POLLUTION CONTROL SYSTEM DISCLOSURE (VEHICLE BEING SOLD)				INSURANCE SALVAGE HISTORY <u>X</u>		
Transferor (Dealer) hereby certifies, to the best of his/her knowledge, that the pollution control system on this vehicle being sold, including the restricted gasoline pipe, has not been removed, altered, or rendered inoperative.						
CASH SUBMITTED WITH ORDER				TOTAL		
LESS BALANCE OWING TO				LESS ALLOWANCE FOR USED VEHICLE, AS APPRAISED		
TOTAL DOWN PAYMENT				TAXABLE AMOUNT		
LICENSE				TAX		
TITLE				DOCUMENT ADMINISTRATIVE FEE		
TRANSFER				SERVICE CONTRACT		
REGISTRATION FEE				LICENSE AND FEES		
A.O.S.				CASH SUBMITTED WITH ORDER		
TOTAL				LESS BALANCE OWING TO LIENHOLDER ON TRADE-IN		
				TOTAL AMOUNT DUE ON DELIVERY		

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that no credit has been extended by dealer for the purchase of this motor VEHICLE. You certify that you are 18 years of age or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in this dealership on the date noted at top of this form. If DEALER is arranging credit, this contract is not valid until a credit disclosure is made as described in Regulation Z and the credit extended.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Company.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

EXHIBIT 10

T-1 000021

From: Dennis Hecker<dennishecker@sprint.blackberry.net>
To: Christi Rowan <christimrowan@mac.com>
Sent: 11/16/2008 5:55:01 PM
Subject: Re: budget

How? Does he not pay any thing

From: christi rowan <christimrowan@mac.com>
Date: Sun, 16 Nov 2008 17:54:29 -0600
To: <dennishecker@sprint.blackberry.net>
Subject: Re: budget

60k

On Nov 16, 2008, at 5:53 PM, Dennis Hecker wrote:

Cc debt how much to pay off

From: christi rowan <christimrowan@mac.com>
Date: Sun, 16 Nov 2008 17:51:22 -0600
To: <dennishecker@sprint.blackberry.net>
Subject: Re: budget

the break down

1500.00 northfield mortgage
420.00 boat
4000.00 the whitney
cc debt 6000.00
1200.00 pays, insurance, grocery , gas , misc

On Nov 16, 2008, at 5:41 PM, Dennis Hecker wrote:

How broke down with rent 4k 9700 for?

From: christi rowan <christimrowan@mac.com>
Date: Sun, 16 Nov 2008 17:29:24 -0600
To: <dennishecker@sprint.blackberry.net>
CC: <heckerauto@aol.com>
Subject: budget

Total - 13170.00

House information:

EXHIBIT 11

Housing (food ,health insurance) 1200.00 monthly
The Whitney 4000.00 , monthly
Northfield Property - 3100.00 monthly (christi pays 1/2
until sold) \$1550.00
2006 Larson Boat - Loan TFCU pymt \$420.00 , Balance
28,306k

**Unsecured Debt : Credit Cards (all closed) Nothing
in my name
we equally share all of the debt .**

**Monthly commitment - payments of these cc listed
below**

\$6000.00 mo

Total 87,400 / 2 = 43,700

Bank of America 305 \$9300.00 -

Bank of America 098 \$7300.00 -

Capital One 83578 \$10,000.00 -

Citi Card 5072 \$18,000.00 -

TFCU 933 \$10,000.00 -

WAMU 7110 \$7,000.00 -

Wells Fargo 189 \$2000.00 -

348 \$2000.00 -

107 \$10,000.00 -

Discover Card \$10,000.00 -

JCREW 6757 \$800.00 -

PBKids 7968 \$1000.00 -

1 this before, but just to get it on the record,
 2 there are actually payments being made on this
 3 vehicle; is that right?
 4 A To American National Bank, yes.
 5 Q And have you been making those?
 6 A Yes, I have.
 7 Q Okay. I'm showing you now what has been marked
 8 as Exhibit Number 5, and Exhibit Number 5 is
 9 another document from your dissolution
 10 proceeding. It's an affidavit that is entitled
 11 Affidavit of Dennis E. Hecker. And if you turn
 12 to page 8 of this document, there's a signature
 13 space there. That's your signature, correct?
 14 A That's correct.
 15 Q All right. At page 4 of that affidavit there's a
 16 paragraph 14. The first sentence of paragraph 14
 17 says, With regard to the allegations contained in
 18 paragraph 23, it has been established that
 19 Ms. Rowan resides in the Northridge home and pays
 20 \$5,000 per month in rent. Do you see that?
 21 A Yes.
 22 Q And has she been paying that rent?
 23 A I think that question is best asked to Ms. Rowan
 24 or her attorney as for the confirmation. I'm not
 25 sure.

1 Q Is Ms. Rowan employed?
 2 A I believe she's self-employed.
 3 Q And what does she do in that self-employment?
 4 A She has a photography agency.
 5 Q All right. Isn't it true that the only source of
 6 her funds to pay \$5,000 a month would be from
 7 you, Mr. Hecker?
 8 A Can you ask me the question again?
 9 Q Sure. The source of funds for her to be able to
 10 pay \$5,000 a month on that lease would be funds
 11 from you, correct?
 12 A The first question you said the only source; the
 13 second question you said the source. I believe
 14 that that's an incorrect statement.
 15 Q Where would she get the money to pay those rents?
 16 A I'm not sure to the amount of income, based upon
 17 her -- I would be one source, but I don't believe
 18 I'm the only source.
 19 Q What other sources are there?
 20 A It would be best to ask her.
 21 Q Well, you entered into a lease with her before
 22 this bankruptcy case was commenced, for
 23 Northridge, right?
 24 A That's correct.
 25 Q And that lease calls for \$5,000 a month in lease

1 payments, correct?
 2 A I believe it does.
 3 Q You knew she was unemployed except for her
 4 photography business at the time, correct?
 5 A Yes.
 6 Q Where did you think she was going to get the
 7 \$5,000 a month to pay the rent?
 8 A You're asking me to speculate where she would get
 9 it other than myself or her photography
 10 business?
 11 Q I'm asking you where you thought she was going to
 12 get \$5,000 a month to pay rent on Northridge?
 13 A Well, maybe I can word it better saying that I
 14 believe her photography business or a combination
 15 of some help from me.
 16 Q Did you know at the time you entered into that
 17 lease what sort of income she was generating per
 18 month off her photography business?
 19 A I don't recall.
 20 Q But at the same time you entered into that lease,
 21 you were giving her money to fund her occupancy
 22 of the property on 150 Portland Avenue at the
 23 Whitney, weren't you?
 24 A I believe I was helping her with her cost of
 25 housing, yes.

1 Q In the months prior to the bankruptcy, let's just
 2 say May of 2009, how much money did you transfer
 3 to Ms. Rowan?
 4 A I don't recall.
 5 Q Did you look at that and attempt to determine how
 6 much money you transferred to her before you
 7 filed bankruptcy?
 8 A Can you ask me that question again, please?
 9 Q Sure. Well, I'll come back to it a little bit
 10 later.
 11 Back at this exhibit again, Mr. Hecker,
 12 your affidavit, at page 5 I'm looking at
 13 paragraph -- well, it's a continuation of
 14 paragraph 15, and I'm looking at Sections D and
 15 E. You're indicating that, Ms. Rowan purchased
 16 and maintains the 2008 Range Rover without my
 17 assistance. Focusing on that D, is that true,
 18 that she purchased that without your assistance?
 19 A I believe she purchased two different Range
 20 Rovers. I'm not sure which one you're asking
 21 about.
 22 Q It says here at D, Ms. Rowan purchased and
 23 maintains the 2008 Range Rover without my
 24 assistance. I'm talking about the one you're
 25 talking about in your affidavit. And my question

1 Q What about Donald Schroeder, that's the next one
 2 on the list, why does he -- does he still owe
 3 that money?
 4 A He filed bankruptcy and promised to pay the
 5 difference over a period of time, but it's
 6 probably non-collectible.
 7 Q Okay. And then the next one, Snapdragon Venture
 8 with Wayne and Jan Belisle, what's the story on
 9 that?
 10 A The story is, or my understanding is that Jan
 11 Belisle purchased a flower shop. And Wayne
 12 Belisle was her husband, and I had some business
 13 dealings with him. They were trying to put
 14 together an SBA loan. And at the time to make
 15 the transaction go easier, I advanced the funds.
 16 And over a short period of time it was to be
 17 taken out or refinanced with the SBA or some
 18 other TBD later.
 19 Q Is it true that the end result of it is that
 20 you're on the hook for that money that they owe
 21 you?
 22 A Yes.
 23 Q Okay. Still on this same page, at Item 18 it
 24 says, Pending tax refund for tax years 2002 to
 25 '6, \$2 million. Do you know if the returns

1 necessary to generate that refund have been
 2 filed, Mr. Hecker?
 3 A No, they haven't.
 4 MR. SEAYER: Could you read back the
 5 question, please.
 6 (Whereupon, the question was read back
 7 by the court reporter.)
 8 BY MR. SEAYER:
 9 Q Is that because of the lack of money to pay the
 10 accountants?
 11 A I believe so.
 12 Q Do you think that they're prepared and ready to
 13 file, Mr. Hecker?
 14 A No.
 15 Q Okay. Still on this Exhibit 8, it says page 10
 16 of 127 up at the top. And then at Item 21
 17 there's GELCO Corporation Sales Commission
 18 Agreement for \$6 million. That's the agreement
 19 that you discussed informally with Mr. Skolnick
 20 and Mr. Burton and I at the meeting we had here
 21 awhile ago, correct?
 22 A That's correct.
 23 Q And your recollection was -- You didn't have it
 24 in front of you, of course, but your recollection
 25 was that there was some obligation to Dennis

1 Hecker personally on that commission agreement,
 2 or is that your recollection?
 3 A Several people have interpreted it several
 4 different ways.
 5 Q And whatever it says, it says. I'm not trying to
 6 trick you.
 7 A That's correct.
 8 Q I just want to get your impression of it. Were
 9 you under the impression, at least, that money
 10 would go directly to Dennis Hecker on that
 11 document or on that agreement?
 12 A The agreement calls out for the money to go to
 13 myself or to other entities.
 14 Q When they were making payments, when GELCO was
 15 making payments, rather, were they coming to you
 16 personally or were they going to one of the
 17 entities?
 18 A I don't honestly know.
 19 Q Okay. Well, those payments were \$75,000 a month,
 20 correct?
 21 A Correct.
 22 Q All right. And when did they cease making those
 23 payments?
 24 A November.
 25 Q Of '08?

1 A Of '08.
 2 Q Okay. Why were you told they were ceasing to
 3 make the payments?
 4 A There was default payment for Advantage or to GE
 5 Fleet for Advantage's Fleet.
 6 Q When did Advantage file its Chapter 11
 7 bankruptcy?
 8 A December of '09 -- '08. I'm sorry.
 9 Q Still continuing on this Schedule B, there are --
 10 And I'm looking now at page 10, down at the
 11 bottom, where it talks about dirt bikes and
 12 liquidation value provided by Forest Lake Motor
 13 Sports. There are indications there and then on
 14 the next page that Forest Lake Motor Sports
 15 provided liquidation values of other things too.
 16 My question is this: Were those written
 17 valuations?
 18 A Yes, they were.
 19 Q So you have those somewhere?
 20 A I believe we turned them in to the -- to you.
 21 Q You think I --
 22 A Yes, you have them.
 23 Q You think I have them?
 24 A Yes.
 25 Q Okay. Continuing on with this same exhibit, over

1 at Item 35, it says page 12 of 127 up at the
 2 top. It talks about memberships here, and
 3 there's Bayport Marina, then Spring Hill Club,
 4 and then social memberships in various clubs
 5 believed to have no value. What clubs are those,
 6 the social membership clubs?
 7 A The Minneapolis Club.
 8 Q Okay. Is that the only one you can think of?
 9 A We have the Running Four Club.
 10 Q And is that a social membership?
 11 A Actually, part of it is and part of it isn't.
 12 Q There are two clubs, right?
 13 A One club with two delineations.
 14 Q Okay. In one club there was a \$200,000
 15 membership fee, correct?
 16 A That's correct.
 17 Q And that's the club, the part of it that includes
 18 the golf privileges, correct?
 19 A That's correct.
 20 Q When is the last time you played there?
 21 A Approximately three years ago.
 22 Q Okay. Where is Roaring Fork located? It's in
 23 Colorado, right?
 24 A Correct.
 25 Q Was it near the condo that you had in Colorado?

1 A It's about a half hour away.
 2 Q All right. Was it because you had the condo in
 3 Colorado that you bought the Roaring Fork
 4 membership?
 5 A There were some other Minnesotans that had
 6 memberships there.
 7 Q Okay. And then the other component of Roaring
 8 Fork, not the golf part, but the other part, that
 9 was just a \$10,000 membership fee, correct?
 10 A That's correct.
 11 Q And both the 200,000 and the \$10,000 membership
 12 fees have been paid in full, correct?
 13 A That's correct.
 14 Q All right. The next page of this Exhibit 8,
 15 that's the list of the watches again. This list,
 16 Mr. Hecker, did you review this list personally
 17 before you signed this signature declaration
 18 that's Exhibit Number 7?
 19 A This list, to the best of my knowledge, was put
 20 together by the people who provided the
 21 appraisal. We gave you a copy of the appraisal.
 22 Q Okay. So --
 23 A Basically put all the watches in one or two
 24 suitcases and sent them over to them for an
 25 appraisal.

1 Q So the watches you sent over to that place for
 2 appraisal, they generated their values and then
 3 sent the watches back, right?
 4 A That's correct.
 5 Q Then this list came off the value list that they
 6 gave you?
 7 A That's correct.
 8 Q All right. So did you review this list, which is
 9 at Exhibit 8, before you signed this signature
 10 declaration, which is Exhibit 7?
 11 A I'm not sure from the signing of that and when
 12 this list came in what the time period was of --
 13 Did I review it? I don't understand your
 14 question.
 15 Q Okay.
 16 A I mean, I don't think that -- Go ahead.
 17 Q Okay. Well, your schedules were filed on July 1
 18 of 2009. This is the court stamp up at the top
 19 on the first page. And then your signature
 20 declaration, this is Exhibit 7, indicates it was
 21 signed on July 1. I'm just giving you that for
 22 background.
 23 This list of watches, had you reviewed
 24 that list when you signed this signature
 25 declaration?

1 MR. CUTLER: Randy, you're asking if he
 2 reviewed this specific document at the time that
 3 he signed that signature declaration; is that
 4 it?
 5 BY MR. SEAVER:
 6 Q That is what I'm asking.
 7 A I don't recall.
 8 Q Okay. If you had, you would have noticed that
 9 watches were missing, wouldn't you?
 10 A At the time I'm -- With all the trauma and what
 11 was going on, I'm not sure I would have. I mean,
 12 I had so many watches, I...
 13 Q Where were you -- To come back to this, where
 14 were you when you signed this signature
 15 declaration?
 16 A I'm not sure.
 17 Q Okay. And the schedules here, they were filed on
 18 July 1. Did you review the completed schedules
 19 before they were filed?
 20 A Well, the schedules were work product of
 21 everybody putting the information together, and
 22 it was to the best of our ability that we put
 23 everything together that we had. And based upon
 24 that is what I signed the document.
 25 Q Sure. But my question is, did you actually

<p style="text-align: right;">Page 50</p> <p>1 review, before they were filed, these schedules</p> <p>2 and Statement of Financial Affairs that were</p> <p>3 filed with the Court on July 1 of 2009?</p> <p>4 MR. CUTLER: And, again, you're asking</p> <p>5 if he reviewed the papers, right?</p> <p>6 BY MR. SEAVER:</p> <p>7 Q Yes. I'm asking if you reviewed the documents</p> <p>8 that were filed with the Court on July 1 of 2009</p> <p>9 before they were filed?</p> <p>10 A Yes.</p> <p>11 Q And you didn't notice any inaccuracies in any of</p> <p>12 those?</p> <p>13 A I mean, I think we filed 135 pages of schedules.</p> <p>14 And, as I said, a number of people helped put</p> <p>15 them together in the middle of a government</p> <p>16 raid. I'm not sure that -- I did my best to be</p> <p>17 honest and forthwith as I could.</p> <p>18 Q You didn't notice any inaccuracies in the</p> <p>19 schedules when they were filed?</p> <p>20 MR. SKOLNICK: I'm sorry, Madam Court</p> <p>21 Reporter, could you read the question back?</p> <p>22 (Whereupon, the question was read back</p> <p>23 by the court reporter.)</p> <p>24 THE WITNESS: At the time I don't</p> <p>25 believe so.</p>	<p style="text-align: right;">Page 52</p> <p>1 A He's the chief financial officer and handled all</p> <p>2 the tax preparation for the last 15 years for all</p> <p>3 my companies.</p> <p>4 Q Is he CFO for all the companies?</p> <p>5 A I'm not sure of his executive title, but he's</p> <p>6 handle the tax preparation for all my personal</p> <p>7 stuff for the last 15 years and compiles all the</p> <p>8 information between the companies for tax</p> <p>9 returns.</p> <p>10 Q Is he still employed by one of the --</p> <p>11 A Yes, he is.</p> <p>12 Q Okay. Who is he employed by?</p> <p>13 A I believe it might be Denny Hecker Auto Group or</p> <p>14 one of the leasing companies.</p> <p>15 Q Okay. Continuing on with this exhibit, at</p> <p>16 Item 4, this is page 82 of 127, it's suits and</p> <p>17 administrative proceedings. There's an item</p> <p>18 there. It's about five, six items down. It</p> <p>19 says, Northstate Financial Corporation v.</p> <p>20 Motorpless, Inc., a replevin action. Do you know</p> <p>21 what that's about?</p> <p>22 A It was an individual who Northstate financed and</p> <p>23 was unable to pay his balances due Northstate</p> <p>24 Financial.</p> <p>25 Q Did he or that business, were they holding some</p>
<p style="text-align: right;">Page 51</p> <p>1 BY MR. SEAVER:</p> <p>2 Q Okay. Continuing on with Exhibit 8, at the</p> <p>3 Statement of Financial Affairs, that starts at</p> <p>4 page 80 of this exhibit. And turn to the second</p> <p>5 page of that, which will say page 81 of 127 up at</p> <p>6 the top. And that's the section that says,</p> <p>7 income other than from employment or operation of</p> <p>8 business. And it says for 2009 year to date,</p> <p>9 \$20,921, and then it says gross income before</p> <p>10 adjustments for losses and pass-through</p> <p>11 depreciation.</p> <p>12 My question is, where did this \$20,921</p> <p>13 figure come from?</p> <p>14 A I believe that number came from Greg Orthun.</p> <p>15 Q Do you know what that number is composed of?</p> <p>16 A No, I don't.</p> <p>17 Q And then go back one page toward towards the</p> <p>18 front. It's the first page of the Statement of</p> <p>19 Financial Affairs at paragraph number 1, the</p> <p>20 income from employment or operation of business.</p> <p>21 And for 2009 year to date it says W-2 income of</p> <p>22 \$101,319. Would that information have come from</p> <p>23 Greg Orthun also?</p> <p>24 A Correct.</p> <p>25 Q Who is Mr. Orthun; what does he do, I mean?</p>	<p style="text-align: right;">Page 53</p> <p>1 property of Northstate Financial?</p> <p>2 A They had sold some cars on trust.</p> <p>3 Q So when the lawsuit was started, you thought they</p> <p>4 still had the property, but they didn't?</p> <p>5 A They didn't.</p> <p>6 Q Okay. Continuing with this same exhibit, at</p> <p>7 page 83 of 127 there is a lawsuit that says</p> <p>8 Dennis Hecker v. Boyd Morrow, conciliation court</p> <p>9 in Scott County. One of them says, settled 6/1</p> <p>10 of '09. Did Mr. Morrow pay some money per that</p> <p>11 settlement?</p> <p>12 A I don't honestly know.</p> <p>13 Q Okay. Well, it's in conciliation court. Was it</p> <p>14 a pretty small amount of money you were fighting</p> <p>15 about?</p> <p>16 A I didn't handle it at all.</p> <p>17 Q Okay. Still at this same exhibit, if you go to</p> <p>18 page 85 of 127, it's the gift section. Generally</p> <p>19 on the gift section of this filing, Mr. Hecker,</p> <p>20 what steps did you take to determine what gifts</p> <p>21 had been given in the year prior to filing?</p> <p>22 A On page 85?</p> <p>23 Q Well, let's talk about page 85 to start with.</p> <p>24 The only name on that page is Tamitha Hecker,</p> <p>25 correct?</p>

1 Q And Exhibit 60 are documents that I received
2 through your attorney. And this group of
3 documents is the valuation that you had done for
4 the watches and your ring by Embellir, correct?

5 A That's correct.

6 Q And up at the top -- And I'm just looking at the
7 first page, but up at the top of the first page
8 it says April 28, 2009, correct?

9 A Yes.

10 Q And then I'll represent to you I believe the
11 other pages have the same date. How long prior
12 to that were the watches and the ring delivered
13 to Embellir?

14 A A couple days. I'm not sure.

15 Q Okay. Did you deliver them yourself?

16 A No.

17 Q Okay. Who did?

18 A Will Plumber.

19 Q Okay.

20 (Hecker Exhibit 61 was marked for
21 identification by the court reporter.)

22 BY MR. SEAVER:

23 Q Mr. Hecker, Exhibit 61 is in front of you now,
24 which is a group of documents that you produced
25 to me which appear to be a 2007 1120S U.S. Income